



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent No.	6116729
Grant Date:	September 12, 2000
Inventor:	Huang, Tsung-Hui
Title:	HAND MAGNIFYING GLASS
Owner/Assignee:	Carson Optical, Inc.
Atty. Ref:	CARS2001/TJM

2012 MAY 16 PM 4:38

**PETITION TO ACCEPT UNAVOIDABLY DELAYED
PAYMENT OF MAINTENANCE FEE**

Mail Stop Petitions

05/17/2012 DALLEN 00000018 6116729

01 FC:1599

2125.00 OP

Commissioner of Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

1. Assignee hereby petitions under 37 C.F.R. §1.378 to accept the unavoidably delayed payment of the 7.5 years maintenance fee for U.S. Patent No. 6, 116,729 (referred to below as the "the '729 Patent"), and submits herewith payment of that 7.5 years maintenance fee and the unavoidable surcharge. A deposit account authorization appears in the penultimate paragraph of this Petition.
2. No petition fee is required. Manual of Patent Examining Procedure (MPEP) §2590.
3. Assignee files herewith the following: (1) DECLARATION OF CARSON OPTICAL, INC.; (2) DECLARATION OF GEM OPTICAL CO., LTD.; (3) DECLARATION OF BACON & THOMAS, PLLC; and (4) DECLARATION OF J.C. PATENTS INC.

4. The rules in Section 1.378 of Title 37 of the Code of Federal Regulations provide as follows:

(b) Any petition to accept an unavoidably delayed payment of a maintenance fee filed under paragraph (a) of this section must include:

(1) the required maintenance fee set forth in §1.20 (e)-(g);

(2) the surcharge set forth in § 1.20(i)(1); and

(3) a showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent. The showing must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly.

5. GEM Optical Co., Ltd. of Taichung Hsien, Taiwan (referred to below as “GEM Optical”) entrusted Talents International Patent & Trademark Office of Taichung, Taiwan (referred to below as “Talents”) which further entrusted J.C. Patents Inc. of Irvine, California (referred to below as “J.C. Patents”) to file and prosecute U.S. Application No. 09376842 based on the priority of an application filed in China. See paragraph 2 of the Declaration of GEM Optical Co., Ltd.
6. J.C. Patents advised GEM Optical via Talents that U.S. Patent No. 6116729 (referred to below as “the ‘729 patent”) was issued on Application No. 09376842. See paragraph 3 of the Declaration of GEM Optical Co., Ltd.
7. GEM Optical was the Assignee of the ‘729 patent as granted. See paragraph 4 of the Declaration of GEM Optical Co., Ltd.

8. GEM Optical instructed Talents to pay the 3.5 years maintenance fee on the '729 patent, and J.C. Patents advised GEM Optical via Talents that it was paid. See paragraph 5 of the Declaration of GEM Optical Co., Ltd.
9. GEM Optical instructed Talents to pay the 7.5 years maintenance fee for the '729 patent. See paragraph 6 of the Declaration of GEM Optical Co., Ltd.
10. Talents instructed Bacon & Thomas, PLLC of Alexandria, Virginia (referred to below as "Bacon & Thomas") to pay the 7.5 years maintenance fee for the '729 patent in an email dated June 25, 2008, which appears as the last email in the chain dated June 27, 2008 (copy attached as Exhibit A, to the Declaration of Bacon & Thomas, PLLC).
11. Bacon & Thomas sent to Talents both Invoice No. 61038 and an "Acknowledgment" form with an email dated June 28, 2008 (copy attached as Exhibit B, to the Declaration of Bacon & Thomas, PLLC). The subject line of the email refers to the '729 Patent, but the Invoice and the Acknowledgment form refer to U.S. Patent No. 6,116,758 (referred to below as "the '758 patent").
12. Talents submitted payment to Bacon & Thomas by wire transfer and sent a "Notice of Remittance" letter to Bacon & Thomas dated August 21, 2008 (redacted copy attached as Exhibit C, to the Declaration of Bacon & Thomas, PLLC). The Notice of Remittance letter refers to Invoice No. 61038 and the '758 patent (and an unrelated application), but not to the '729 patent.
13. Bacon & Thomas paid the maintenance fee for the '758 patent, not the '729 Patent. See paragraph 5 of the Declaration of Bacon & Thomas, PLLC
14. The U.S. Patent and Trademark Office (USPTO) subsequently listed the '729 patent as expired on September 12, 2008. At that time, the maintenance fee address for the '729

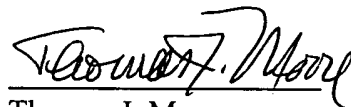
patent was J.C. Patents. Recently, in response to an inquiry from the undersigned, J.C. Patents stated that they have no record of receiving any notice of expiration of the '729 patent. See paragraph 3 of the Declaration of J.C. Patents filed herewith. When Mr. Huang received Mr Moore's first email regarding the '729 patent, Mr. Huang was traveling in Asia, and as soon as he returned to his office on May 4, 2012, he reviewed his records, and provided his Declaration.

15. GEM Optical signed a "Patent Assignment and License Agreement" dated September 29, 2011 (recorded at reel 028009, frame 0239, referred to below as the "PALA") with Carson Optical, Inc. of Hauppauge, New York (referred to below as "Carson Optical"), whereby GEM Optical assigned the '729 patent to Carson Optical in paragraph 1 thereof, and Carson Optical granted back a license to GEM Optical in paragraph 2 thereof. See paragraph 2 of the Declaration of Carson Optical, Inc.
16. At the time of signature of the PALA, GEM Optical advised Carson Optical that all the patents listed in the second paragraph of the PALA were in full force and effect. See paragraph 4 of the Declaration of Carson Optical, Inc.
17. Carson Optical accused a third party of infringement of the '729 patent, on March 5, 2012. See paragraph 6 of the Declaration of Carson Optical, Inc.
18. The third party notified Carson Optical on March 6, 2012, that the '729 patent had expired in 2008. Carson Optical immediately made an inquiry to GEM Optical. See paragraph 7 of the Declaration of Carson Optical, Inc.
19. The failure to timely pay the 7.5 years maintenance fee for the '729 patent was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and this petition was filed promptly after Carson Optical was notified of, or otherwise became aware of, the expiration of the patent.

20. The aforesaid showing enumerates the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which Carson Optical became aware of the expiration of the '729 patent, and the steps taken to file the petition promptly. This Petition was filed immediately after Mr. Huang returned from Asia, checked his records, and provided the Declaration of J.C. Patents Inc.
21. The Director is authorized to charge to deposit account no. 02-0200 any fees that are authorized by the undersigned by telephone, and any fees that are required to for the processing of the petition, and any fees to prevent the lapse of the '729 patent. The Director is authorized to credit any overpayments to deposit account no. 02-0200
22. A decision granting this Petition is earnestly solicited.

Date: May 14, 2012
Customer No, 23,364
BACON & THOMAS, PLLC
625 Slaters Lane - Fourth Floor
Alexandria, Virginia 22314-1176
Telephone: 703-683-0500
Facsimile: 703-683-1080
Email: mail@baconthomas.com

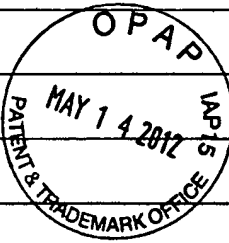
Respectfully submitted,



Thomas J. Moore
Attorney for Applicant
Reg. No. 28,974

S:\Product\Tjm\ip\CARS200X\USPTO\2012-05-14 Petition to Accept Unavoidably Delayed MF for USP 6116729.wpd

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. Patent No. :	6116729	
Grant Date:	September 12, 2000	
Title:	HEAD MAGNIFYING GLASS	
Inventor:	Huang, Tsung-Hui	

DECLARATION OF CARSON OPTICAL, INC.

Director of the U.S. Patent and Trademark Office
Alexandria, VA

Sir:

The undersigned, being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and may jeopardize the validity of the application or any registration resulting therefrom, declares that:

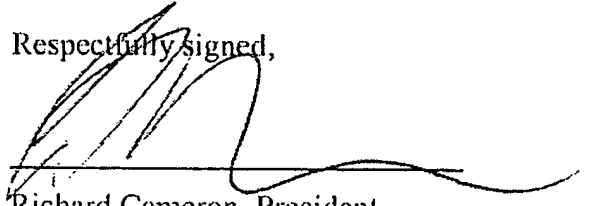
1. All statements made herein of my own knowledge are true, and all statements made on information and belief are believed to be true.
2. GEM Optical Co., Ltd. of Taichung Hsien, Taiwan (referred to below as "GEM Optical") and Carson Optical, Inc. of Hauppauge, New York (referred to below as "Carson Optical") signed a "Patent Assignment and License Agreement" dated September 29, 2011 (copy attached, referred to below as the "PALA"), whereby GEM Optical assigned the '729 patent to Carson Optical in paragraph 1 thereof, and Carson Optical granted back a license to GEM Optical in paragraph 2 thereof.
3. GEM Optical has the responsibility to pay the maintenance fees for all U.S. patents that are listed in the second paragraph of the PALA.
4. At the time of signature of the PALA, GEM Optical advised Carson Optical that all the patents listed in the second paragraph of the PALA were in full force and effect.
5. Carson Optical has less than 100 employees, and has not licensed the '729 patent to any other party, and is not obligated to license the '729 patent to any other party.
6. Carson Optical accused a third party of infringement of the '729 patent, on March 5, 2012.

DECLARATION OF CARSON OPTICAL, INC.
U.S. Patent No. 6116729

7. The third party notified Carson Optical on March 6, 2012, that the '729 patent had expired in 2008. Carson Optical immediately made an inquiry to GEM Optical.
8. Carson Optical had the PALA filed on April 6, 2012, at the U.S. Patent and Trademark Office for recording with respect to the '729 patent.
9. The failure to pay the 7.5 years maintenance fee for the '729 patent by the initial deadline was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and this petition was filed promptly after Carson Optical was notified of, or otherwise became aware of, the expiration of the patent.
10. The aforesaid showing enumerates the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which Carson Optical became aware of the expiration of the '729 patent, and the steps taken to file the petition promptly.
11. I am an officer of Carson Optical and have first hand knowledge of the facts stated above.

Date: May 10, 2012

Respectfully signed,


Richard Cameron, President



PATENT ASSIGNMENT AND LICENSE AGREEMENT

This Patent Assignment and License Agreement (the "Agreement") is made effective as of September 27, 2011, by and between Carson Optical, Inc., having a principal place of business in Hauppauge, NY ("Assignee") and Gem Optical Co., Ltd., having a principal place of business in Taiping, Taichung, TW ("Assignor").

WHEREAS, Assignor wishes to assign to Assignee all rights, titles and interests, to and under U.S. Design Patent No. D483,779 and U.S. Utility Patent Nos. 6,116,729; 6,215,601 and 7,281,826 (the "Patents").

WHEREAS, Assignor wishes to receive back from Assignee a license to make, use and sell products covered by the Patents.

WHEREAS, Assignee wishes to acquire all rights, titles and interests in, to and under the Patents and is willing to grant Assignor a license back under the terms and conditions set forth below;

WHEREAS, Assignor has made certain representations which Assignee has relied upon in entering this Agreement, including:

a. Assignor owns 100% of the Patents and is not aware of any liens, licenses, security interests, encumbrances, or other obligations affecting the Patents or this Agreement;

b. Assignor is not aware of any prior art, facts or law that would affect the validity of enforceability of the Patents.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignee and Assignor, intending to be legally bound, mutually agree as follows:

1. Assignor hereby irrevocably transfers, conveys, delivers, and assigns to Assignee, and Assignee hereby accepts the transfer, conveyance, delivery, and assignment of, all of Assignor's right, title and interest in, to, and under each of the Patents, and any reissues or extensions thereof, and including, without limitation, the right to sue for and recover damages for any past, present or future infringement of the foregoing, the same to be held and enjoyed by Assignee for its own use, successors and assigns, to the full end of the term for which patents are granted, as fully and entirely as the same would have been held by Assignor had this Agreement not been made;

2. Assignee hereby grants back Assignor an exclusive, royalty free and perpetual license to make, use and sell products covered by the Patents;

3. Assignor agrees to execute any documents and to take such further actions as may be necessary to transfer, record and perfect the right, title and

Interest of Assignee in each of the Patents. Without limitation, Assignor shall provide Assignee and its successors and assigns such information as Assignee may reasonably request, including execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required in the prosecution or defense of any infringement or other proceedings that may arise in connection with the Patents;

4. This Agreement contains the entire agreement between and among the parties hereto and supersedes any and all prior agreements, arrangements, negotiations, discussions or understandings between and among the parties relating to the subject matter hereof. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement may not be waived, amended, revised or modified, in whole or in part, without an express writing by all parties hereto. Should any provisions of this Agreement be held invalid, illegal or unenforceable, it shall be deemed to be modified so that its purpose can be lawfully be effectuated and balance of this Agreement shall remain in full force and effect.

5. This Agreement shall extend to, be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

6. All questions concerning this Agreement, the rights and obligations of the

parties, its enforcement, and its validity, effect, and interpretation and construction shall be determined under the laws of the State of New York, irrespective of its choice of law provisions. Any claim by either party with respect to this Agreement shall only be brought within the exclusive jurisdiction of the courts of the State of New York and the United States District Court for the Eastern District of New York.

7. It is expressly understood and agreed that no agency, employment, partnership, or joint venture relationship is hereby created between Assignee and Assignor.

8. Each individual signing this Agreement warrants and represents that he or she has the full authority to sign for the Party on whose behalf he or she signs and is acting within the scope of such authority.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on its behalf by its duly authorized officer as of the date first written above.

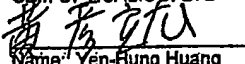
CARSON OPTICAL, INC.


Name: Richard Cameron

Title: President

Date: September 27, 2011

GEM OPTICAL CO. LTD


Name: Yen-Hung Huang

Title: President

Date: September 27, 2011



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. Patent No.	6,116,729
Issue Date	September 12, 2000
Title	Head Magnifying Glass
Assignee	Gem Optical Co., Ltd.

DECLARATON OF GEM OPTICAL CO., LTD.

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned, being hereby warned that willful false statement and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and may jeopardize the validity of the application or any patent issued thereon, declares that:

1. All statement made herein of my own knowledge are true, and all statements made on information and belief are believed to be true.

2. Gem Optical Co., Ltd. of Taichung, Taiwan (hereinafter referred to as "Gem Optical") entrusted Talents International Patent & Trademark Office of Taichung, Taiwan (hereinafter referred to as "Talents") which further entrusted a U.S. Attorney at Law J.C. Patents to file and prosecute U.S. Utility Application No. 09/376,842 based on the priority of an application filed in China.

DECLARATON OF GEM OPTICAL CO., LTD.

U.S. Patent No. 6,116,729

3. J.C. Patents informed Gem Optical via Talents that U.S Patent No. 6,116,727 (hereinafter referred to as "6,116,729 patent") on U.S. Utility Application No. 09/376,842 was issued to Gem Optical.

4. Gem Optical is assignee of the 6,116,729 patent as evidenced by Exhibit 1.

5. Gem Optical instructed Talents to pay the 3.5 years maintenance fee of the 6,116,729 patent, and J.C. Patents advised Gem Optical via Talents that it was paid as evidence by Exhibit 2.

6. Gem Optical instructed Talents to pay the 7.5 years maintenance fee of the 6,116,729 patent, and Talents advised Bacon & Thomas to pay the 7.5 years maintenance fee of the 6,116,729 patent by email on June 25, 2008 as evidenced by Exhibit 3.

7. George Chen of Bacon & Thomas informed Talents by email on June 25, 2008 that "an invoice of the total fees including professional fee, official fee and surcharge with respect to the payment of 7.5 years maintenance fee of the 6,116,729 patent will be sent to Talents after the official fee and surcharge have been paid". Exhibit 4 shows that Bacon & Thomas had received instructions from Talents for the payment of 7.5 years maintenance fee of the 6,116,729 patent which is correct.

DECLARATON OF GEM OPTICAL CO., LTD.

U.S. Patent No. 6,116,729

8. Accountant Lissa Harris of Bacon & Thomas emailed her colleague George Chen on June 27, 2008 saying that "Invoice about the payment of 7.5 years maintenance fee of the 6,116,729 patent is ready and ask George Chen whether the invoice can be sent to Talents' Kay Chen?" Exhibit 5 shows that the patent No. written on the email between Lissa Harris and George Chen of Bacon & Thomas is 6,116,729.

9. Lissa Harris of Bacon & Thomas sent an email to Kay Chen of Talents on June 29, 2008 saying that "Bacon & Thomas will send an invoice regarding the paid second maintenance fee of U.S. Patent No. 6,116,729 to Talents by email per the instructions of George Chen's email" as evidenced in Exhibit 6 which shows that the patent No. written on the email is 6,116,729.

10. Invoice No. 61038 in the amount of \$1,725 sent by Bacon & Thomas on June 27, 2008 indicating that the second maintenance fee of U.S Patent No. 6,116,758 rather than U.S. Patent No. 6,116,729 was paid. This is evidenced by Exhibit 7 which shows that "the second maintenance fee of U.S Patent No. 6,116,758 rather than U.S. Patent No. 6,116,729 was paid."

11. Talents wired \$1,725 to Bacon & Thomas on August 21, 2008 and informed Bacon & Thomas indicated that the remittance has been paid to Invoice No. 61038. This is evidenced by Exhibit 8 which shows that Talents was not aware of the second maintenance fee was paid to U.S Patent No. 6,116,758 in the invoice No. 61038.

DECLARATON OF GEM OPTICAL CO., LTD.

U.S. Patent No. 6,116,729

12. Kay Chen of Talents sent an email to George Chen on August 21, 2008 saying that "we have wired \$1,725 to Bacon & Thomas with respect to the payment of Invoice No. 61038". This is evidenced by Exhibit 9.

13. George Chen sent an email to Kay Chen of Talents on August 21, 2008 saying that "they have received the payment in the amount of \$1,725". This is evidenced by Exhibit 10.

14. Gem Optical and Carson Optical, Inc. of Hauppauge, New York (hereinafter referred to as "Carson Optical") signed a "Patent Assignment and License Agreement" (hereinafter referred to as "PALA") on September 29, 2011. Gem Optical assigned the 6,116,729 patent to Carson Optical in paragraph 1 of the PALA. Carson Optical granted back a license regarding the 6,116,729 patent in paragraph 2 of the PALA.

15. Gem Optical has the responsibility of paying maintenance fees to all U.S. patents that are listed in paragraph 2 of the PALA.

16. Gem Optical has less than 100 employees. Gem Optical is not obligated to sublicense the 6,116,729 patent to any other parties and has not sublicensed the 6,116,729 patent to any other parties.

17. Carson Optical has less than 100 employees. Carson Optical is not obligated to sublicense the 6,116,729 patent to any other parties and has not sublicensed the 6,116,729 patent to any other parties.

DECLARATON OF GEM OPTICAL CO., LTD.

U.S. Patent No. 6,116,729

18. Gem Optical was informed that the 6,116,729 patent was lapsed due to non-payment of the second maintenance fee (from 3.5-7.5 years) on March 12, 2012. Gem Optical inquired Talents about this abandonment.

19. Gem Optical instructed Talents to pay the second maintenance fee of U.S. Patent No. 6,116,729 before due in 2008.

20. Talents instructed Bacon & Thomas to pay the second maintenance fee of U.S. Patent No. 6,116,729 on June 25, 2008. However, the second maintenance fee of U.S Patent No. 6,116,758 rather than U.S. Patent No. 6,116,729 was paid to USPTO by Bacon & Thomas. To the worse, Gem Optical was not aware of it.

21. The non-payment of the second maintenance fee of U.S Patent No. 6,116,729 was not intentional. Gem Optical decided to file a petition to USPTO to revive the lapsed 6,116,729 patent when it was informed of the abandonment.

22. Above description shows that Gem Optical has done what it can to maintain the validity of the 6,116,729 patent by paying the maintenance fees in time. However, it did not succeed. Further, it shows that Gem Optical decided to file a petition to USPTO to revive the lapsed 6,116,729 patent when it was informed of the abandonment.

23. The undersigned is the representative of Gem Optical and is fully aware of details of above Declaration.

DECLARATON OF GEM OPTICAL CO., LTD.

U.S. Patent No. 6,116,729

Respectfully submitted,

Date: May 8, 2012

Huang Tsung Hui

Tsung-Hui Huang, CEO



US006116729A

United States Patent [19]**Huang**[11] **Patent Number:** **6,116,729**[45] **Date of Patent:** **Sep. 12, 2000**[54] **HEAD MAGNIFYING GLASS**[75] **Inventor:** **Tsung-Hui Huang, Tai Pei, Taiwan**[73] **Assignee:** **GEM Optical Co., Ltd., Taichung Hsien, Taiwan**[21] **Appl. No.:** **09/376,842**[22] **Filed:** **Aug. 18, 1999**[30] **Foreign Application Priority Data**

Sep. 28, 1998 [CN] China 98 2 07452

[51] **Int. Cl.** **G02C 1/00**[52] **U.S. Cl.** **351/41; 351/158**[58] **Field of Search** **351/41, 158, 57; 2/452, 453**[56] **References Cited****U.S. PATENT DOCUMENTS**

1,741,264 12/1929 Wappler 351/158

3,945,712 3/1976 Crock et al. 351/41
 5,715,030 2/1998 Quaresima 351/158
 5,767,932 6/1998 Gordon 351/158

*Primary Examiner—Huy Mai**Attorney, Agent, or Firm—J. C. Patents; Jiawei Huang*[57] **ABSTRACT**

A modified magnifying glass with more than one clamps built on the bottom of the fixer of head magnifying glass for clamping tenons stretching out from the top of magnifying plate. A pivoting seat is set up on the top of said fixer and a revolving bracket set up on the bottom of illuminating body is pivoted at said pivoting seat. It is convenient for the users to replace magnifying plates of different magnification according to needs and magnifying glass can be turned up to vanish from user's sight while it is not in use. Besides, the angle of depression and the angle of elevation of illuminating body can be adjusted by turning the revolving bracket pivoted in the pivoting seat to allow light directly irradiates in use and practical effect are realized.

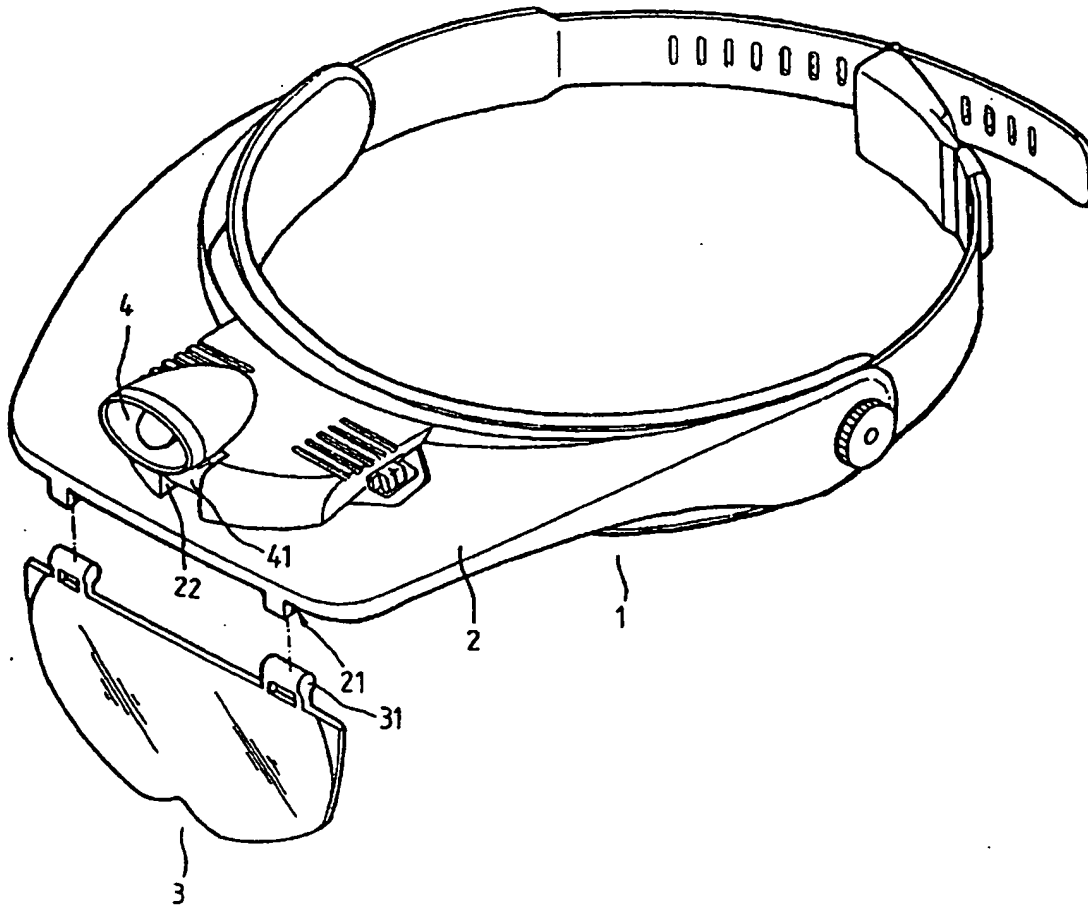
9 Claims, 6 Drawing Sheets



Exhibit 2

J.C. PATENTS
4 VENTURE, SUITE 250
IRVINE, CALIFORNIA 92618, USA
TEL.: (949) 660-0761, FAX: (949) 660-0809
E-mail: jcpi@email.msn.com

May 11, 2004

Talents International Patent & Trade Mark Office
3FL, 360-4, Fushing Rd., Sec. 3
South Dist., Taichung, Taiwan, R.O.C.

Re: U.S. Patent Application

Title : **A MODIFIED HEAD MAGNIFYING GLASS**
Application No. : **09/376,842**
Patent No. : **US 6,116,729**
Our Reference No. : **TIPT0001**
Your Reference No. : **P-9371**

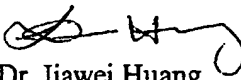
Dear Sirs:

Thank you for your letter of April 29, 2004 and the attached remittance. Per your request, we paid the first maintenance fee (due at three and half years) in the amount of \$520 on May 5, 2004. Enclosed is a copy of the papers as filed for your reference.

As soon as receiving an official receipt for the maintenance fee, we will forward it to you.

Please be informed the second and third maintenance fees will be due at March 12, 2008, and March 12, 2012, respectively.

Sincerely,



Dr. Jiawei Huang



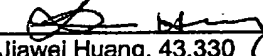
Exhibit 2

Attorney Docket No. TIPT0001

MAINTENANCE FEE TRANSMITTAL FORM

Address to:
United States Patent and Trademark
Office
P.O. Box 371611
Pittsburgh, PA 15250-1611
OR
Fax to:
(703) 308-6778

I hereby certify that this correspondence is being deposited with
the United States Postal Service with sufficient postage as first
class mail in an envelope address : "United States Patent and
Trademark Office, P.O. Box 371611, Pittsburgh, PA 15250-1611"
or being facsimile transmitted on May 5, 2004

Signature 
Jiawei Huang, 43,330

Enclosed herewith is the payment of the maintenance fee(s) for the listed patent(s).

1. ☐ A check for the amount of \$ _____ for the full payment of the maintenance fee(s)
and any necessary surcharge on the following patents is enclosed.
2. ☒ The Commissioner is hereby authorized to charge \$ 520 to cover the payment of
the fee(s) indicated below to Deposit Account No. 50-0710 (Order No.: TIPT0001)
3. ☒ The Commissioner is hereby authorized to charge any deficiency in the payment of
the required fee(s) or credit any overpayment to Deposit Account No. 50-0710
4. ☐ Payment by credit card. Form PTO-2038 is attached.

Item	Patent Number *	Maintenance Fee Amount (37 CFR 1.20 (e)-(g))	Surcharge Amount (37 CFR 1.20 (h)-(i))	U.S. Application Number*	Payment Year			Small Entity ? ** 6
					5			
	1	2	3	4	3.5 yrs	7.5 yrs	11.5 yrs	
1	6,116,729	\$455.00	\$65	09/376,842	x			Yes
2								
3								
Subtotals_Columns 2 & 3		\$455.00	\$65	<div><input type="checkbox"/> _____ additional sheets attached for listing additional patents</div>				
Total Payment		\$520						

☐ _____ additional sheets attached for listing additional patent

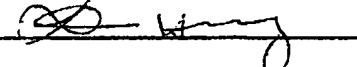
WARNING: Information on this form may become public. Credit card information should not
be included on this form. Provide credit card information and authorization on PTO-2038.

Respectfully submitted*** : J.C. PATENTS

Customer's name : JIAWEI HUANG

Telephone : (949) 660-0761

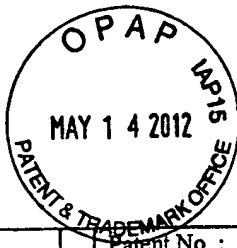
Fax : (949) 660-0809

Customer's Signature : 

Also enclosed:

☒ Request for Changing Correspondence address.

Exhibit 2



PATENT

CHANGE OF CORRESPONDENCE ADDRESS Patent	Patent No. :	6,116,729
	Issue Date :	9/12/2000
	First Named Inventor :	TSUNG-HUI HUANG
	Application No. :	09/376,842
	Examiner:	MAI, HUY
	Attorney Docket No. :	TIPT0001

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

Please change the Correspondence Address for the above-identified application
to:

<input checked="" type="checkbox"/> Firm or Individual Name	J.C. PATENTS				
Address	4 Venture, Suite 250				
City	Irvine	State	CA	ZIP	92618
Country	US				
Telephone	(949)660-0761	Fax	(949)660-0809		

I am the:

☐ Applicant / Inventor.

☐ Assignee of the entire interest.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

☒ Attorney or Agent of record.

☐ Registered practitioner named in the application transmittal letter in an application
without an executed oath or declaration. See 37 CFR 1.33(a)(1). Registration No. _____

Type or Printed Name	Jiawei Huang	Registration No.	43,330
Signature			
Date	May 5, 2004		

☒ Total of 1 form is submitted.

TIPT0001

From: Talents [mailto:talentpt@ms49.hinet.net]

Sent: Wednesday, June 25, 2008 3:01 AM

To: George Chen

Subject: Re: U.S. Patent No. 6,116,729 (Our Ref.: P-9371)

Importance: High

Exhibit 3

Re: U.S. Patent No. 6,116,729

Title: A MODIFIED HEAD MAGNIFYING GLASS

Inventor: Tsung-Hui HUANG

Our Ref.: P-9371

陳先生您好：

本案專利原代理人沒有做年費管制通知，目前狀態為滯納期間。我所客戶欲續繳第2次年費，先開立請款單並email至我所？另，請勿在請款單上顯示出"滯納金"，將滯納金額含在年費金額裡。謝謝！

如有任何疑問，敬請不吝賜教。謝謝！

首府 陳小姐

首府國際專利商標事務所

TALENTS INTERNATIONAL PATENT & TRADEMARK OFFICE

台灣40247台中市南區復興路三段360-4號3樓

FL. 3, No. 360-4, Sec. 3, Fuhsing RD., South Dist., Taichung 40247, Taiwan.

2012/3/29

From: George Chen
Sent: Wednesday, June 25, 2008 7:54 AM
To: Talents
Cc: Elizabeth Harris
✓Subject: RE: U.S. Patent No. 6,116,729 (Our Ref.: P-9371)

Exhibit 4

Please click on "reply to all" to reply.

In our invoice, we will not show "late fee", we'll put it together with the "regular fee" for services and gov. fee.

From: George Chen
Sent: Wednesday, June 25, 2008 7:50 AM
To: 'Talents'

2012/3/29

From: Elizabeth Harris
Sent: Friday, June 27, 2008 11:40 AM
To: George Chen
✓Subject: RE: U.S. Patent No. 6,116,729 (Our Ref.: P-9371)

Exhibit 5

George,

I have the invoice ready, should I send to Ms. Chen?

Thank you,

Lissa

b頁 1 - 2(B)

首府Talents

寄件者: "Elizabeth Harris" <lharris@baconthomas.com>
收件者: <talentpt@ms49.hinet.net>
副本: "George Chen" <gchen@baconthomas.com>
傳送日期: 今天是2008年6月29日 上午 01:48
附加檔案: U.S. 6,116,758.pdf
主旨: U.S. Patent No. 6,116,729 (Our Ref.: P-9371) ✓
Dear Ms. Chen,

Exhibit 6

Further to Mr. George Chen's emails, attached is our instruction acknowledgement and invoice for payment of the 7.5 year maintenance fee for the above referenced US patent. The original will follow via airmail.

Should you need anything further please do not hesitate to contact me.

Best regards,

Lissa Harris
Bacon & Thomas PLLC
Fourth Floor
625 Slaters Lane
Alexandria, Virginia 22314
Tel: (703) 683-0500
Fax: (703) 683-1080
Email: lharris@baconthomas.com

VERY IMPORTANT: Send cc to mail@baconthomas.com of any e-mail that relates to a deadline or requires docketing in the event that I am out of the office.

- 2) Be certain that Bacon & Thomas, PLLC, expressly acknowledges taking responsibility for any deadline or case.
 - 3) Consider encrypting any confidential information.
-

Exhibit 7

TAX ID # 53-0217135

LAW OFFICES
Bacon & Thomas
A PROFESSIONAL LIMITED LIABILITY COMPANY
PATENT TRADEMARK AND COPYRIGHT CAUSES
625 SLATERS LANE - FOURTH FLOOR
ALEXANDRIA, VIRGINIA 22314

TELEPHONE
(703) 683-0500
FACSIMILE
(703) 683-1080

TO: TALENTS INT'L PATENT
Mr. Yu-Mu Lin

REF: LIM1002
RE: U.S. 6,116,758
LIGHT INLAY FOR VARIOUS HALOGEN LIGHT
BULBS, LAGGING ILLUMINATION AND ALL
NECESSARY
ACCESSORIES

DATE: June 27, 2008
INVOICE NO: 61038
MATTER NO: 121-083
YOUR REF: P-9371 ✓

Services

Processing and payment of maintenance fee(s) for the above patent(s) in accordance
with your instructions \$480.00

Total for Services: \$480.00

Expenses (Inclusive of all administrative and service fees)

Government Fee for 7.5 Year Maintenance \$1,245.00

Total for Expenses: \$1,245.00

Invoice Total: \$1,725.00


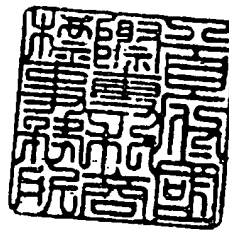
匯出匯款申請書

Outward Remittance Application Form

受理單位代號: 0220

申請日期: 2008. 8. 21
Date

(匯款人與收款人姓名、地址、電話、如係匯款變更與前詳異)

申請人 (Applicant)	50 中英文 姓名: TALENTS INT'L PATENT & TRADEMARK OFFICE	申請人簽章 (applicant's signature/seal)	 
	地址及電話: 3F., 360-4, SEC. 3, Fuhshing RD., Taichung, Taiwan address and telephone no (04) 222-5566		
受款人 (Remittee)	統一編號/居留證/護照/國籍: 06061448	匯款方式 (transfer method)	<input checked="" type="checkbox"/> 電匯 (T/T) <input type="checkbox"/> 信匯 (M/T) <input type="checkbox"/> 票匯 (BANK DRAFT) <input type="checkbox"/> 旅行支票 (T/C) <input type="checkbox"/> 現鈔 (CASH) <input type="checkbox"/> 外匯存款 (foreign exchange deposit) <input type="checkbox"/> 其他: others
	客戶戶號:		
	出生年月日: date of birth		
	全名: LAW OFFICE Beneficiary: BACON & THOMAS		
受款人 (Remittee)	地址: 625 Slaters Lane - Fourth Floor Alexandria, Virginia 22314, U.S.A.	繳款方式 (means of payment)	<input type="checkbox"/> 以新台幣結購: paid by NTD <input type="checkbox"/> 由外匯存款提出: local foreign exchange deposit <input type="checkbox"/> 旅行支票: traveler cheques <input type="checkbox"/> 外幣現鈔: cash (in foreign currency) <input type="checkbox"/> 出口押匯、托收款: export proceeds <input type="checkbox"/> 匯入匯款轉匯: inward remittance <input type="checkbox"/> 其他: others
	59 帳號: account no. 20-652-02824085		
	57 往來銀行及地址: (如有中間銀行, 請一併提供) WACHOVIA BANK 1055 JEFF DAVIS HWY., ARLINGTON, VA 22202, U.S.A. ABA # 051400549 SWIFT: PNBPU33		
	70 附言 (details of payment): (用英文填寫) Invoice no. 61038		
匯款金額合計: remittance amount USD 1725-		匯率 exchange rate @	
匯款分類名稱及編號: (nature of remittance) 190 佣金支出		折合新台幣金額 NT \$	
<input type="checkbox"/> 131 商務支出 <input type="checkbox"/> 132 觀光支出 <input type="checkbox"/> 133 探親支出 <input type="checkbox"/> 510 贈家匯款 <input type="checkbox"/> 692 存入外存 (如係於本國港口通關之進口貨款勾選右欄) <input type="checkbox"/> 700 已進口 <input type="checkbox"/> 701 未進口		手續費 handling fees NT \$	
受款地區國別: USA destination of remittance		郵電費 swift/mail fees NT \$	
國外受款人身分別 remittee's status <input type="checkbox"/> 政府 <input type="checkbox"/> 公營事業 <input checked="" type="checkbox"/> 民間 government government-owned enterprise others			
轉帳銀行 (劃帳銀行):		應繳新台幣總額 total payment NT \$	
匯出匯款編號: A1158111285			

第三聯: 客戶結匯證明聯 (憑本聯換取正式賣匯水單)

經

核

辦

章

受	理	單	位
經	辦	核	章

Talents

Exhibit 10

寄件者: "George Chen" <gchen@baconthomas.com>
收件者: <talentpt@ms49.hinet.net>
副本: "John R. Schaefer" <JSchaefer@baconthomas.com>; <yschang@nownuri.net>; "Elizabeth Harris"
<lharris@baconthomas.com>; "Jonathan C. Miller" <JMiller@baconthomas.com>
傳送日期: 今天是2008年8月21日 下午 09:31
附加檔案: Remittance.pdf
主旨: FW: Remittance

P-9371

Dear Miss Chen:

Thanks for the prepayment for the m. fee and response.

BRS

George

From: Talents [mailto:talentpt@ms49.hinet.net]
Sent: Thursday, August 21, 2008 02:31
To: George Chen
Cc: mailadmin
Subject: Remittance
Importance: High

Exhibit 9

Dear Mr. CHEN,

Please see the attached file.

Thank you very much.

Best regards,

Kay CHEN

Assistant to Mr. Yu-Mu LIN

首府國際專利商標事務所

TALENTS INTERNATIONAL PATENT & TRADEMARK OFFICE

台灣40247台中市南區復興路三段360-4號3樓

FL. 3, No. 360-4, Sec. 3, Fuhsing RD., South Dist., Taichung 40247, Taiwan.

TEL: 886-4-2220-5566

FAX: 886-4-2220-1166

E-mail : talentpt@ms49.hinet.net

致美國專利商標局

專 利 號：6,116,729

領 證 日：2000-09-12

專利名稱：A MODIFIED HEAD MAGNIFYING GLASS

專利權人：GEM OPTICAL CO., LTD.

振宇光學有限公司宣誓書

本人瞭解任何不實的聲明，根據美國法律 18 USC 1001 條款，都要受到處罰甚至坐牢，同時它也影響到本宣誓書的真實性，因而作以下書面聲明：

1. 所有的聲明都屬實。

2. 位於台灣台中縣的振宇光學有限公司經由台灣首府國際專利商標事務所委託美國專利代理公司 J.C. PATENTS 依據中國申請案的優先權而向美國提出專利申請，申請號 09/376,842。

3. 台灣首府事務所的美國專利代理公司 J.C. PATENTS 通知振宇光學有限公司，該 09/376,842 申請案已取得美國專利 6,116,729 號。

4. 振宇光學有限公司是美國專利 6,116,729 號的所有權人。(證據 1：主要是證明確實已取得專利權。)

5. 振宇光學有限公司指示台灣首府事務所的美國專利代理公司 J.C. PATENTS 支付美國專利 6,116,729 號的 3.5 年維持費，事後 J.C. PATENTS 告知已繳交。(證據 2：主要是證明確實已繳交第 1 次維持費。)

6. 振宇光學有限公司指示台灣首府事務所支付美國專利 6,116,729 號的 7.5 年維持費，首府事務所於 June 25, 2008 以

Email 通知美國 BACON & THOMAS 事務所代為繳納。(證據 3：主要是證明台灣 TALENTS 確實有通知 BACON & THOMAS 繳交第 2 次維持費，且所通知的專利號碼沒有錯誤。)

7. 美國 BACON & THOMAS 的 Mr. George CHEN 於 June 25, 2008 發 Email 給台灣首府事務所，告知會將 U. S. PATENT NO. 6, 116, 729 的 late fee 包含在 7.5 年的維持費中一併請款。(證據 4：主要是證明 BACON & THOMAS 已收到 TALENTS 委託繳納第 2 次維持費的指示，且專利號碼沒有錯誤。)

8. 美國 BACON & THOMAS 的財務人員 Ms. Lissa 於 June 27, 2008 發 Email 給她的同事 Mr. George CHEN，告知她已經準備妥 U. S. PATENT No. 6, 116, 729 要繳交 7.5 年維持費的 invoice，並詢問 Mr. George CHEN 可否直接把 Invoice 發給台灣 Talents 的 Ms. CHEN？(證據 5：主要是證明 BACON & THOMAS 內部員工 Ms. Lissa 和 Mr. George CHEN 之間的 Email 上專利號碼沒有錯誤。)

9. 美國 BACON & THOMAS 的財務 Ms. Lissa Harris 於 June 29, 2008 發 Email 給台灣 Talents 的 Ms. CHEN，告知依據 Mr. George CHEN 指示，BACON & THOMAS 已將 U. S. PATENT NO. 6, 116, 729 委託繳納第 7.5 年年費的 Invoice 放在附加檔案中。(證據 6：主要證明所委託的專利號碼沒有錯誤。)

10. 美國 BACON & THOMAS 於 June 29, 2008 發來 Email 的附加檔案中的 Invoice NO. 61038，請款金額是 US\$1,725，此封 Invoice 卻誤將 U. S. PATENT NO. 6, 116, 729 誤繕打成 U. S. PATENT NO. 6, 116, 758。(證據 7：主要證明 Invoice NO. 61038 是將第二次維持費繳錯到 U. S. PATENT NO. 6, 116, 758 的開始。)

11. 台灣 TALENTS 於 Aug. 21, 2008 在銀行匯款 US\$1,725 給 BACON & THOMAS，告知是支付 Invoice NO. 61038 的費用。(證據 8：主要證明 TALENTS 疏忽而未發現 Invoice NO. 61038 上誤繕成

為 U.S. PATENT NO. 6,116,758。)

1 2. 台灣 TALENTS 的 Ms. CHEN 於 Aug. 21, 2008 發 Email 給 BACON & THOMAS 的 Mr. George CHEN, 告知 Talents 已匯出第 2 次維持費的款項。(證據 9。)

1 3. BACON & THOMAS 的 Mr. George CHEN 於 Aug. 21, 2008 回覆 Email 給 TALENTS 的 Ms. CHEN, 告知已收到匯款的信息。(證據 10。)

1 4. 振宇光學有限公司與紐約州哈伯市的卡森公司於 2011/09/29 簽訂『專利權授權合約』, 因此在『專利權授權合約』第一章, 載明將振宇光學有限公司的美國專利 6,116,729 號授權給卡森公司, 且在『專利權授權合約』第二章, 載明卡森公司允許振宇光學有限公司擁有美國專利 6,116,729 號的授權。

1 5. 振宇光學有限公司必須支付『專利權授權合約』第二章所述所有專利的維持費。

1 6. 振宇光學有限公司的員工不超過一百人, 因此無義務將美國專利 6,116,729 號再授權給第三者, 也沒有將美國專利 6,116,729 號授權給第三者。

1 7. 卡森公司的員工不超過一百人, 因此無義務將美國專利 6,116,729 號再授權給第三者, 也沒有將美國專利 6,116,729 號授權給第三者。

1 8. 振宇光學有限公司於 2012 年 3 月 12 日得知, 美國專利 6,116,729 號因為沒有繳交 7.5 年維持費, 其專利權已消失; 振宇光學有限公司為此事立刻詢問首府事務所。

1 9. 振宇光學有限公司確實於 2008 年指示台灣首府事務所要繳交 U.S. PATENT NO. 6,116,729 第 7.5 年的維持費。

2 0. 台灣首府事務所也同時於 2008 年 06 月 25 日委託 BACON & THOMAS 繳交美國專利 6,116,729 號的 7.5 年維持費, 但卻被誤繳

到 U.S. PATENT NO. 6,116,758，而 GEM 公司卻完全不知情。

2 1. 無法及時正確的繳交美國專利 6,116,729 號的 7.5 年維持費並非故意，因為事先已很小心了，因此當振宇光學有限公司知道美國專利 6,116,729 號的專利權已消失時，立即提出上訴。

2 2. 上述事實經過顯示振宇光學有限公司已盡力於法定期限內，繳交維持專利權所須的維持費，以及當振宇光學有限公司知道美國專利 6,116,729 號的專利權已消失時，立即提出上訴等步驟。

2 3. 本人是振宇光學有限公司的當事人，完全理解上述宣誓書的內容。

日期

名字

職稱

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. Patent No. :	6116729
Grant Date:	September 12, 2000
Title:	HEAD MAGNIFYING GLASS
Inventor:	Huang, Tsung-Hui

DECLARATION OF BACON & THOMAS, PLLC

Director of the U.S. Patent and Trademark Office
Alexandria, VA

Sir:

The undersigned, being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and may jeopardize the validity of the application or any registration resulting therefrom, declares that:

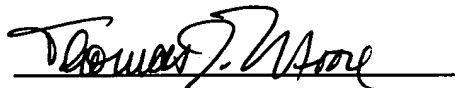
1. All statements made herein of my own knowledge are true, and all statements made on information and belief are believed to be true.
2. Talents International Patent & Trademark Office of Taichung, Taiwan (referred to below as "Talents") instructed Bacon & Thomas, PLLC of Alexandria, Virginia (referred to below as "Bacon & Thomas") to pay the 7.5 years maintenance fee for U.S. Patent No. 6116729 (referred to below as "the '729 patent") in an email dated June 25, 2008, which appears as the last email in the chain dated June 27, 2008 (copy attached as Exhibit A).
3. Bacon & Thomas sent to Talents both Invoice No. 61038 and an "Acknowledgment" form with an email dated June 28, 2008 (copy attached as Exhibit B). The subject line of the email refers to the '729 Patent, but the Invoice and the Acknowledgment form refer to U.S. Patent No. 6,116,758 (referred to below as "the '758 patent").
4. Talents submitted payment to Bacon & Thomas by wire transfer and sent a "Notice of Remittance" letter to Bacon & Thomas dated August 21, 2008 (redacted copy attached as Exhibit C). The Notice of Remittance letter refers to Invoice No. 61038 and the '758 patent (and an unrelated application), but not to the '729 patent.
5. Bacon & Thomas paid the maintenance fee for the '758 patent, not the '729 Patent.

DECLARATION OF BACON & THOMAS, PLLC
U.S. Patent No. 6116729

6. I am an officer of Bacon & Thomas, Optical and have first hand knowledge of the facts stated above.

Respectfully signed,

Date: May 14, 2012

A handwritten signature in black ink, appearing to read "Thomas J. Moore", is written over a horizontal line.

Name and Title: Thomas J. Moore, CEO

EXHIBIT A p. 1 of 2

Elizabeth Harris

From: George Chen
Sent: Friday, June 27, 2008 11:10 AM
To: Elizabeth Harris
Subject: RE: U.S. Patent No. 6,116,729 (Our Ref.: P-9371)

It's okay to transfer to talents, and pay when we receive prepayment.

Thanks!

From: Elizabeth Harris
Sent: Friday, June 27, 2008 10:56 AM
To: George Chen
Subject: RE: U.S. Patent No. 6,116,729 (Our Ref.: P-9371)

Hi George,

We have this case on file as drop per instruction for Jason Counselling, should we transfer this to Talents and pay?

Thanks!

Lissa

From: George Chen
Sent: Wednesday, June 25, 2008 7:54 AM
To: Talents
Cc: Elizabeth Harris
Subject: RE: U.S. Patent No. 6,116,729 (Our Ref.: P-9371)

Please click on "reply to all" to reply.

In our invoice, we will not show "late fee", we'll put it together with the "regular fee" for services and gov. fee.

From: George Chen
Sent: Wednesday, June 25, 2008 7:50 AM
To: 'Talents'
Cc: Elizabeth Harris
Subject: FW: U.S. Patent No. 6,116,729 (Our Ref.: P-9371)
Importance: High

Dear Miss Chen:

Do we need to put \$190 for transferring this case to us (Do we need to file revocation and change fee address)?

We'll e-mail you an invoice after your reply.

George

6/27/2008

EXHIBIT A P. 2 OF 2

From: Talents [mailto:talentpt@ms49.hinet.net]
Sent: Wednesday, June 25, 2008 3:01 AM
To: George Chen
Subject: Re: U.S. Patent No. 6,116,729 (Our Ref.: P-9371)
Importance: High

Re: U.S. Patent No. 6,116,729
Title: A MODIFIED HEAD MAGNIFYING GLASS
Inventor: Tsung-Hui HUANG
Our Ref.: P-9371

陳先生您好：

本案專利原代理人沒有做年費管制通知，目前狀態為滯納期間。我所客戶欲續繳第2次年費，先開立請款單並email至我所？另，請勿在請款單上顯示出"滯納金"，將滯納金額含在年費金額裡。謝謝！

如有任何疑問，敬請不吝賜教。謝謝！

首府 陳小姐

首府國際專利商標事務所
TALENTS INTERNATIONAL PATENT & TRADEMARK OFFICE
台灣40247台中市南區復興路三段360-4號3樓
FL. 3, No. 360-4, Sec. 3, Fuhsing RD., South Dist., Taichung 40247, Taiwan.
TEL: 886-4-2220-5566
FAX: 886-4-2220-1166
E-mail : talentpt@ms49.hinet.net

EXHIBIT B P. 1 OF 4

Elizabeth Harris

From: Elizabeth Harris
Sent: Saturday, June 28, 2008 1:48 PM
To: 'talentpt@ms49.hinet.net'
Cc: George Chen
Subject: U.S. Patent No. 6,116,729 (Our Ref.: P-9371)
Attachments: U.S. 6,116,758.pdf

Dear Ms. Chen,

Further to Mr. George Chen's emails, attached is our instruction acknowledgement and invoice for payment of the 7.5 year maintenance fee for the above referenced US patent. The original will follow via airmail.

Should you need anything further please do not hesitate to contact me.

Best regards,

Lissa Harris
Bacon & Thomas PLLC
Fourth Floor
625 Slaters Lane
Alexandria, Virginia 22314
Tel: (703) 683-0500
Fax: (703) 683-1080
Email: lharris@baconthomas.com

VERY IMPORTANT: Send cc to mail@baconthomas.com of any e-mail that relates to a deadline or requires docketing in the event that I am out of the office.

2) Be certain that Bacon & Thomas, PLLC, expressly acknowledges taking responsibility for any deadline or case.

3) Consider encrypting any confidential information.

From: Talents [mailto:talentpt@ms49.hinet.net]
Sent: Wednesday, June 25, 2008 3:01 AM
To: George Chen
Subject: Re: U.S. Patent No. 6,116,729 (Our Ref.: P-9371)
Importance: High

Re: U.S. Patent No. 6,116,729
Title: A MODIFIED HEAD MAGNIFYING GLASS
Inventor: Tsung-Hui HUANG
Our Ref.: P-9371

陳先生您好：

本案專利原代理人沒有做年費管制通知，目前狀態為滯納期間。我所客戶欲續繳第2次年費，先開立請款單並email至我所？另，請勿在請款單上顯示出"滯納金"，將滯納金額含在年費金額裡。謝謝！

6/28/2008

如有任何疑問，敬請不吝賜教。謝謝！

EXHIBIT B P. 2 OF 4

首府 陳小姐

首府國際專利商標事務所

TALENTS INTERNATIONAL PATENT & TRADEMARK OFFICE

台灣40247台中市南區復興路三段360-4號3樓

FL. 3, No. 360-4, Sec. 3, Fuhsing RD., South Dist., Taichung 40247, Taiwan.

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E-mail : talentpt@ms49.hinet.net

TAX ID # 53-0217135

LAW OFFICES
Bacon & Thomas
A PROFESSIONAL LIMITED LIABILITY COMPANY
PATENT TRADEMARK AND COPYRIGHT CAUSES
625 SLATERS LANE - FOURTH FLOOR
ALEXANDRIA, VIRGINIA 22314

EXHIBIT B P. 3 OF 4

TELEPHONE
(703) 683-0500
FACSIMILE
(703) 683-1080

TO: TALENTS INT'L PATENT
Mr. Yu-Mu Lin

REF: LIM002
RE: U.S. 6,116,758
LIGHT INLAY FOR VARIOUS HALOGEN LIGHT
BULBS, LAGGING ILLUMINATION AND ALL
NECESSARY
ACCESSORIES

DATE: June 27, 2008
INVOICE NO: 61038
MATTER NO: 121-083
YOUR REF: P-9371

Services

Processing and payment of maintenance fee(s) for the above patent(s) in accordance
with your instructions \$480.00

Total for Services: \$480.00

Expenses *(Inclusive of all administrative and service fees)*

Government Fee for 7.5 Year Maintenance \$1,245.00

Total for Expenses: \$1,245.00

Invoice Total: \$1,725.00

J. ERNEST KENNEY
EUGENE MAR
RICHARD E. FICHTER
THOMAS J. MOORE
ERIC S. SPECTOR
FELIX J. D'AMBROSIO
GEORGE A. LOUD
BENJAMIN E. URCIA
JUSTIN J. CASSELL
JOHN R. SCHAEFER
PATRICK M. BUECHNER

GEORGE CHUNG CHIN CHEN *

* BAR OTHER THAN VA
* REGISTERED PATENT AGENT

LAW OFFICES

BACON & THOMAS

A Professional Limited Liability Company

PATENT TRADEMARK AND COPYRIGHT CAUSES

625 SLATERS LANE - FOURTH FLOOR

ALEXANDRIA, VIRGINIA 22314-1176

U.S.A.

EXHIBIT B
P. 4 OF 4

JIM ZEGER
OF COUNSEL

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(703) 683-0884

E-MAIL
mail@baconthomas.com

June 30, 2008

TALENTS INTERNATIONAL PATENT &
TRADEMARK OFFICE

ATTN: Mr. Yu-Mu Lin

3F., 360-4 Sec. 3, Fuhsing Road, S.

Taichung, TAIWAN, R.O.C.



VIA EMAIL
CONFIRMATION VIA AIRMAIL

Dear Client:

We **confirm** receipt of your instructions regarding payment or non-payment of maintenance fees for the U.S. patents listed below. If we received no instructions regarding payment of a maintenance fee, we did not take any action in the matter and we have confirmed below that instructions have not been received.

If we have received your advance payment for the listed fees, the payment is reflected on the enclosed invoice and we will pay or have already paid the listed fees by the due date. ***Please Note: If we have received your instructions to pay the listed fees, but have not received your payment for the fees by the DUE DATE listed below, we will NOT pay the fee, which will result in lapsing of the patent unless the fee is otherwise timely paid.***

Any patent for which payment of the maintenance fee was not made will lapse on the 4th, 8th or 12th anniversary of the grant of the patent, whichever anniversary occurs without payment being made of the fee then due, unless the fee, with substantial surcharges, is paid within a grace period of six months before such anniversary.

If your records do not agree with this acknowledgment, contact us immediately to inform us of the proper instructions for payment of maintenance fees.

PATENT NUMBER	GRANT DATE	FOR	DUE DATE	AMOUNT DUE	INSTRUCTION/ DATE RECEIVED
6116758	9/12/2000	YR8	9/12/2008	\$1540.00	PAY PER CLIENT INSTRUCTIONS
Our Ref: LIM1002		Your Ref: P-9371		SMALL ENTITY	6/27/2008
LIGHT INLAY FOR VARIOUS HALOGEN LIGHT BULBS, LAGGING ILLUMINATION AND ALL NECESSARY ACCESSORIES					



首府國際專利商標事務所

TALENTS INTERNATIONAL PATENT & TRADE MARK OFFICE

台中市南區復興路三段 360 之 17 號 8 樓
TEL : 886-4-2220-5566
FAX : 886-4-2220-1166

8FL, 360-17, FUHSING RD., SEC. 3,
SOUTH DIST., TAICHUNG, TAIWAN
E-mail : talentpt@ms49.hinet.net

VIA FACSIMILE & E-MAIL

LAW OFFICE BACON & THOMAS

Attn: Mr. George Chen

625 SLATERS LANE - FOURTH FLOOR

ALEXANDRIA, VIRGINIA 22314-1176

U.S.A.

EXHIBIT C

P. 1 OF 3

Re: the Notice of Remittance

陳崇欽先生鈞鑒：

我所已於今日電匯 US\$ 2,706.80 於 貴公司，詳細結匯資料如下：

(A)	U.S. Patent No. 6,116,758 Title: Light Inlay for Various Halogen Light Bulbs, Lagging Illumination and All Necessary Accessories Inventor: Tsung-Hui HUANG Your Ref.: LIM1002 Our Ref.: P-9371 Invoice No.: 61038 Amount: USD 1,725.00
(B)	U.S. Patent Application No. [REDACTED] Title: [REDACTED] Inventor: [REDACTED] Your Ref.: [REDACTED] Our Ref.: [REDACTED] Invoice No.: [REDACTED] Amount: USD [REDACTED]

煩請盡速辦理代繳年費以及提出答辯事宜。如有任何疑問，敬請不吝賜教。
謝謝！

順 頌

商 祺

首府國際專利商標事務所
所長 林有木 敬上
2008 年 08 月 21 日


匯出匯款申請書

Outward Remittance Application Form

受理單位代號: 0220

EXHIBIT C
P. 2 OF 3申請日期: 2008. 8. 21
Date

(粗線欄內由申請人填寫, 如係匯款受線欄內須詳填)

申請人 (Applicant)	50 中英文 恒信國際專利商標事務所 全名: TALENTS INT'L PATENT & TRADEMARK OFFICE applicant's name	申請人簽章 (applicant's signature/seal) 	(申請人同意背面所載匯出匯款約定書各項條款)
	地址及 3F., 36-4, SEC. 3, Fuhsing RD., 電話: Taichung, Taiwan address and telephone no (04) 22205566		
受款人 (Remitee)	統一編號/居留證/護照/國籍: [REDACTED] enterprise registration/resident I.D. card/passport no/nationality	匯款方式 (transfer method) <input checked="" type="checkbox"/> 電匯 (T/T) <input type="checkbox"/> 信匯 (M/T) <input type="checkbox"/> 票匯 (BANK DRAFT) <input type="checkbox"/> 旅行支票 (T/C) <input type="checkbox"/> 現鈔 (CASH) <input type="checkbox"/> 外匯存款 (foreign exchange deposit) <input type="checkbox"/> 其他: others	繳款方式 (payment means) <input type="checkbox"/> 以新台幣結購 paid by NTD <input type="checkbox"/> 由外匯存款提出 local foreign exchange deposit <input type="checkbox"/> 旅行支票 traveler cheques <input type="checkbox"/> 外幣現鈔 cash (in foreign currency) <input type="checkbox"/> 出口押匯、託收款 export proceeds <input type="checkbox"/> 匯入匯款轉匯 inward remittance <input type="checkbox"/> 其他: others
	客戶號: 出生年月日: date of birth		
受款人 (Remitee)	全名: LAW OFFICE Beneficiary BACON & THOMAS 地址: 625 Slaters Lane - Fourth Floor address Alexandria, Virginia 22314, U.S.A.	匯率 exchange rate @ 折合新台幣金額 NT \$	手續費 handling fees NT \$
	59 帳號: [REDACTED] account no. 57 往來銀行及地址: (若有中間銀行, 請一併提供) WACHOVIA BANK 1055 JEFF DAVIS HWY., ARLINGTON, VA 22202, U.S.A. ABA # 0514 00549 SWIFT: PNBPUS 33		
70 附言 (details of payment): (用英文填寫) invoice no. 61038		郵電費 swift/mail fees NT \$	應繳新台幣總額 total payment NT \$
匯款金額合計: remittance amount USD 1725-		匯款分類名稱及編號: (nature of remittance) 190 佣金支出 <input type="checkbox"/> 131 商務支出 <input type="checkbox"/> 132 觀光支出 <input type="checkbox"/> 133 探親支出 <input type="checkbox"/> 510 贈家匯款 <input type="checkbox"/> 692 存入外存 (如係於本國港口通關之進口貨款勾選右欄) <input type="checkbox"/> 700 已進口 <input type="checkbox"/> 701 未進口	
受款地區國別: USA destination of remittance		國外受款人身分別 remittees status <input type="checkbox"/> 政府 <input type="checkbox"/> 公營事業 <input checked="" type="checkbox"/> 民間 government government-owned enterprise others	
轉帳銀行 (劃帳銀行):		匯出匯款編號: AL58101285	

第三聯: 客戶結匯證明聯 (請憑本聯換取正式賣匯水單)

經辦

核章

受理單位	經辦	核章

匯出匯款申請書

Outward Remittance Application Form


受理單位代號: 0220

EXHIBIT C

P. 3 OF 3.

申請日期: 2008.8.21
Date

(粗線欄內由申請人填寫, 如係匯款雙線欄內須詳填)

申請人 (Applicant)	50中英文 全名: TALENTS INT'L PATENT & TRADEMARK OFFICE 地址及電話: 3F., 360-4, SEC. 3, Fuhking RD., Taichung, Taiwan 統一編號/居留證/護照/國籍: [REDACTED] 客戶戶號: 出生年月日: [REDACTED]	申請人簽章 (applicant's signature/seal)  (申請人同意背面所載匯出匯款約定書各項條款)
	受款人 (Remitee) 全名: LAW OFFICE Beneficiary: BACON & THOMAS 地址: 625 Slaters Lane - Fourth Floor address: Alexandria, Virginia 22314, U.S.A. 59帳號: [REDACTED] 57往來銀行及地址: (若有中間銀行, 請一併提供) WACHOVIA BANK 1955 JEFF DAVIS HWY., ARLINGTON, VA 22202, U.S.A. ABA# 051400549 SWIFT: PNBPU33	
70 附言 (details of payment): (用英文填寫) invoice no. P-1099		匯款方式 (transfer method) <input checked="" type="checkbox"/> 電匯 (T/T) <input type="checkbox"/> 信匯 (M/T) <input type="checkbox"/> 票匯 (BANK DRAFT) <input type="checkbox"/> 旅行支票 (T/C) <input type="checkbox"/> 現鈔 (CASH) <input type="checkbox"/> 外匯存款 (foreign exchange deposit) <input type="checkbox"/> 其他: others
匯款金額合計: remittance amount USD 981.8		
匯款分類名稱及編號: (nature of remittance) 192 個人支出 <input type="checkbox"/> 131 商務支出 <input type="checkbox"/> 132 觀光支出 <input type="checkbox"/> 133 探親支出 <input type="checkbox"/> 510 贈與 <input type="checkbox"/> 692 存入外存 (如係於本國港口通關之進口貨款勾選右欄) <input type="checkbox"/> 700 已進口 <input type="checkbox"/> 701 未進口		繳款方式 (paid by means of) <input type="checkbox"/> 以新台幣結購 USD 781.80 paid by NTD <input type="checkbox"/> 由外匯存款提出 local foreign exchange deposit <input type="checkbox"/> 旅行支票 traveler cheques <input type="checkbox"/> 外幣現鈔 cash (in foreign currency) <input type="checkbox"/> 出口押匯、託收款 export proceeds <input type="checkbox"/> 匯入匯款轉匯 inward remittance <input type="checkbox"/> 其他: others
受款地區國別: USA destination of remittance 國外受款人身分別 remittee's status <input type="checkbox"/> 政府 <input type="checkbox"/> 公營事業 <input checked="" type="checkbox"/> 民間 government government-owned enterprise others		
轉帳銀行 (劃帳銀行):		匯率 exchange rate @
匯出匯款編號: A1108W1088		手續費 handling fees NT\$ 100
		郵電費 swift/mail fees NT\$ 200
		應繳新台幣總額 total payment NT\$ 1,100

第三聯: 客戶結匯證明聯 (請憑本聯換取正式賣匯水單)

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. Patent No. :	6116729
Grant Date:	September 12, 2000
Title:	HEAD MAGNIFYING GLASS
Inventor:	Huang, Tsung-Hui

DECLARATION OF J.C. PATENTS INC.

Director of the U.S. Patent and Trademark Office
Alexandria, VA

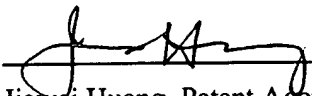
Sir:

The undersigned, being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and may jeopardize the validity of the patent, declares that:

1. All statements made herein of my own knowledge are true, and all statements made on information and belief are believed to be true.
2. In response to a letter from Talents International Patent & Trademark Office of Taichung, Taiwan (referred to below as "Talents") asking for a quotation about paying the 7.5 years maintenance fee on the '729 patent, J.C. Patents Inc. of Irvine, California (referred to below as "J.C. Patents") replied the letter, but never received a response.
3. J.C. Patents has no record of receiving a notice of expiration of the '729 patent from the U.S. Patent and Trademark Office.
4. I am an officer of J.C. Patents and have first hand knowledge of the facts stated above.

Respectfully signed,

Date: May 4, 2012


Name and Title: Jiawei Huang, Patent Agent
USPTO Reg. No. 43330